DOCUMENT RESUME

ED 443 484 JC 000 520

TITLE	Agreement by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as Co-Employer and the Hudson Valley Community College Faculty Association.
INSTITUTION	Hudson Valley Community Coll., Troy, NY.
PUB DATE	1998-09-01
NOTE	46p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC02 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *College Faculty; Community Colleges; Educational Policy; Employment; *Labor Legislation; *Labor Relations; *Negotiation Impasses; Two Year Colleges
IDENTIFIERS	*Hudson Valley Community College NY

ABSTRACT

This document is comprised of articles of agreement and addenda by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as co-employer and the Hudson Valley Community Faculty Association ("association"). The articles address topics such as recognition and dues deductions, non-discriminatory application, professional obligations, textbooks, supplies, records, and materials, assistant librarians, educational professional positions, appointments to professional staff, salaries, classroom evaluations and annual evaluation, academic rank, non-renewal, dismissal, voluntary termination and retrenchment, leaves, insurance, facilities, faculty association business, miscellaneous provisions, re-negotiation, grievance procedure, and distance learning. The association has been lawfully designated as exclusive representative for the purposes of collective negotiations including all teaching faculty with the academic rank of assistant instructor, instructor, assistant professor, associate professor and professoras well as educational specialists and faculty librarians, and instructional faculty of credit bearing courses. The contract states that the primary duty of faculty members at the college is teaching, as opposed to pure research and other forms of academic endeavor. By signing his or her agreement with the institution, the faculty member indicates an intention to devote himself or herself earnestly to the teaching of students of various abilities at the community college level and to act in a manner that is consistent with the objective of the college. (JA)

Reproductions supplied by EDRS are the best that can be made
from the original document.

ED 443 484

AGREEMENT

DATED:
EFFECTIVE: September 1, 1998
TERM: September 1, 1998 – August 31, 2001

BY AND BETWEEN

THE COUNTY OF RENSSELAER
(hereinafter referred to as the "County")

and the

BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE
(hereinafter referred to as the "College") as co-employer

and the

HUDSON VALLEY COMMUNITY FACULTY ASSOCIATION
(hereinafter referred to as the "Association")

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)
This document has been reproduced as received from the person or organization originating it.
Minor changes have been made to improve reproduction quality.
Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

D.M. Eannello

1

TC000520

BEST COPY AVAILABLE

TABLE OF CONTENTS

ARTICLE I - REQUIREMENT OF LEGISLATIVE ACTION

ARTICLE II - SAVINGS CLAUSE

ARTICLE III - MANAGEMENT'S RIGHTS

ARTICLE IV - PAST PRACTICES

ARTICLE V - RECOGNITION AND DUES DEDUCTIONS
A. Recognition
B. Dues Deductions
C. Agency Shop
D. Indemnification

ARTICLE VI - NON-DISCRIMINATORY APPLICATION

ARTICLE VII - PROFESSIONAL OBLIGATIONS
A. Primary duty of a Faculty Member
B. Freedom in the Classroom
C. Compliance with College Regulations
D. Research and Faculty Prepared Materials
E. Work Year
F. Work Day
G. Individual Course and Schedule Assignments
H. Class Schedule Changes
I. Teaching Load
J. Reduced Teaching Load; Reduced Salary and Benefits
K. Office Hours
L. Student Advisement
M. Time for Meetings
N. Class Cancellations

ARTICLE VIII - TEXTBOOKS, SUPPLIES, RECORDS, AND MATERIALS
A. Selection of Textbooks and Teaching Materials
B. Desk Copies of Textbooks
C. Ordering Supplies
D. Submission of Records and Materials

ARTICLE IX - ASSISTANT LIBRARIANS, EDUCATIONAL ASSISTANTS
A. Assistant Librarians
B. Educational Assistants

ARTICLE X - PROFESSIONAL POSITIONS
A. Equal Employment Opportunities
Notice of Vacancies
Opportunity for Joint Meeting and Recommendation
Recruitment Qualifications

ARTICLE XI - APPOINTMENTS TO PROFESSIONAL STAFF
Temporary Appointments
Probationary Appointments

ARTICLE XII – SALARIES
A. Faculty Covered by this Agreement
ii. Equity Adjustment
B. Minimum Instructor's Salary
C. Promotions
D. Merit
E. Annual Salary Agreement
F. Salary Installments
Voluntary Overload Compensation
Adjunct Faculty Compensation

ARTICLE XIII - CLASSROOM EVALUATIONS AND ANNUAL EVALUATION
A. Procedure
B. Classroom Observations
C. Annual Evaluation

ARTICLE XIV - ACADEMIC RANK
A. Promotion Upon Attaining Tenure
B. Promotion Eligibility
C. Promotion Procedures
D. Non-Grievability

ARTICLE XV - NON-RENEWAL, DISMISSAL, VOLUNTARY TERMINATION AND RETRENCHMENT
A. Non-Renewal
B. Dismissal (Termination Other Than Non-Renewal)
C. Voluntary Termination
D. Retrenchment

ARTICLE XVI – LEAVES
A. Sick Leave
B. Worker's Compensation Leave
C. Personal Leave
D. Sabbatical Leave
E. Jury Duty and Court Appearances
F. Association Leave
G. Leaves of Absence (Unpaid Leaves)

H. Validation of Attendance

ARTICLE XVII – INSURANCE
A. Health Care Coverage
B. Long-Term Disability
C. Dental Insurance
D. Cost of Insurance
E. Election to Waive Health Coverage
F. Rehabilitation
G. Consultation with Association
H. Part-Time Faculty
I. Labor-Management Committee
J. Extent of Coverage

ARTICLE XVIII – FACILITIES
A. College obligation to Provide
B. Unsafe Conditions
C. Office Space

ARTICLE XIX - FACULTY ASSOCIATION BUSINESS
A. Transaction of Association Business
B. Bulletin Boards
C. Intra-School Mail
D. Time and Faculty Meetings
E. Office for Association President

ARTICLE XX - MISCELLANEOUS PROVISIONS
A. Line of Authority
B. Copies of Agreement
C. Physical Examinations
D. Course Auditing
E. Secretarial Assistance
F. Academic Attire
G. Reprisals
H. Labor/Management Meetings
I. Preservation of Benefits
J. Faculty Orientation
K. Minutes
L. College in the High Schools Model
M. Tuition Reimbursement

ARTICLE XXI - RE-NEGOTIATION
A. Exchange of Proposals
B. Negotiations
C. Concentrated Negotiations

ARTICLE XXII - GRIEVANCE PROCEDURE

A. Procedures
B. Continuation of Procedures

ARTICLE XXIII – DISTANCE LEARNING

ADDENDUM A - Course Preference Form
ADDENDUM B - Teaching Areas
ADDENDUM C - Grievance Procedure

ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III
MANAGEMENT'S RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the Board of Trustees hereby retain and reserve unto themselves all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies.

ARTICLE IV
PAST PRACTICES

This Agreement supersedes all prior agreements and past practices relative to all matters herein contained. All past practices, duties and responsibilities, if any, relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.

ARTICLE V
RECOGNITION AND DUES DEDUCTIONS

A. Recognition

The Public Employment Relations Board of the State of New York, having duly determined that the Association has been lawfully designated as exclusive representative for the purposes of collective negotiations in a unit including all teaching faculty in the employ of the employer with the academic rank of assistant instructor, instructor, assistant professor, associate professor and professor; also educational specialists and faculty librarians, full or part-time; part-time instructional faculty of credit bearing courses, and will exclude all others. The College hereby recognizes the Association as the exclusive representative of the employees in the said unit for the purposes of negotiations regarding wages, hours and terms and conditions of employment, and in the settlement of grievances, and for all lawful purposes under the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

B. Dues Deductions

The College agrees to deduct from the salaries of the employees in the faculty unit, year to year on a continuing basis, the Association dues pursuant to plans certified by the Association as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association and to remit the same promptly to such Association. Such authorization may be revoked by instrument in writing and the College will promptly notify the Association of the receipt of such revocation.

C. Agency Shop

In accordance with the provisions of Section 208(3)(b) of the Public Employees' Fair Employment Act ("Act"), the College agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the Association, an amount equivalent to the Association dues that are authorized, levied and collected from the general membership. Such agency fee payors shall have available through the Association, but not through any grievance procedure contained in this Agreement, a refund procedure as required by §208(3)(b) of the Act.

D. Indemnification

The Association shall indemnify the College, the Board of Trustees, and the County and hold them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action caused by the misconduct, negligence, or any other acts of the Association in connection with the provisions of this Article.

ARTICLE VI
NON-DISCRIMINATORY APPLICATION

The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation, or handicapping conditions.

ARTICLE VII
PROFESSIONAL OBLIGATIONS

A. Primary duty of a Faculty Member

The primary duty of faculty members at Hudson Valley Community College is teaching as opposed to pure research and other forms of academic endeavor. Teaching implies a responsibility on the part of the individual faculty member to stay abreast of developments in their particular field of endeavor, and to present subject matter for the enlightenment of students. It also implies an interest in the welfare of students, at least insofar as their classroom experiences are concerned. By signing his/her agreement with this institution, the faculty member indicates an intention to devote himself/herself earnestly to the teaching of students of various abilities at the community college level and to act in a manner that is consistent, at all times, with the objective of the College. Non-college work shall not conflict with a faculty member's primary duty and responsibilities.

B. Freedom in the Classroom

1. Faculty members are entitled to freedom in the classroom in discussing their subject and in reporting the truth as they see it, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

2. Both the College and the faculty member recognize the informal atmosphere of the classroom. By so doing, they recognize that such an atmosphere is closely related to freedom in the classroom and, because of this, the happenings of the classroom shall not be made public by the College or by the faculty members without the consent of the other.

C. Compliance with College Regulations

Faculty shall comply with the College regulations for students, visitors and College personnel and shall support College efforts to achieve compliance therewith unless the College regulations are inconsistent with this Agreement.

D. Research and Faculty Prepared Materials

1. Faculty are entitled to full freedom in research and the publication of the results thereof subject to the adequate performance of their other academic duties. The conduct of any research and/or the publication of the results thereof by a faculty member requiring the use of College facilities, equipment, supplies, or personnel shall be predicated on the advance written agreement between the concerned faculty members and the President of the College or his/her designee.

2. Except in such instances where job content requires the development of materials, all patents or copyrights on materials developed by faculty members authorized pursuant to paragraph (1) hereof or independently developed shall be and remain the property of the faculty member involved. Faculty prepared materials may not be sold to students of Hudson Valley Community College except by written agreement between the President of the College or his/her designee and the faculty member involved.

E. Work Year

1. The work year of the faculty shall begin on August 31, 1998; August 30, 1999; and August 28, 2000. The work year of the faculty shall conclude on May 22, 1999; May 20, 2000 and May 19, 2001. In the event graduation occurs prior to the concluding dates heretofore set forth, faculty shall submit to the appropriate supervisor all student grades and other reports and materials in accordance with the schedule published by the College. Compliance with the foregoing by faculty shall constitute completion of the work year. Faculty will not be required to be on campus when classes are not in session except for assigned proctoring of final examinations or as otherwise provided in this Agreement.
2. All faculty shall attend the commencement ceremony unless excused by the appropriate division dean.

F. Work Day

Except as otherwise provided in Article VII I(8), the work day of the faculty shall be from 7:00 a.m. to 11:00 p.m. Whenever possible, consistent with the educational objectives of the

College and other provisions of this Agreement, faculty will be scheduled in less than a continuous eight (8) hour span. Unless waived in writing by an individual faculty member, in all cases, classes shall be assigned over a period of not more than eight (8) hours.

G. Individual Course and Schedule Assignments

1. The College shall, on a semester by semester basis, at least five months prior to the beginning of each semester, establish a master instructional schedule setting forth all courses to be offered and their meeting times and locations.

2. When known, the faculty of each department shall be individually informed, at least five (5) months prior to the beginning of each semester, in writing, by their department chair of the courses and meeting times to be taught by the department during the upcoming semester.

3. On forms provided for this purpose, a copy of which is attached as Addendum-A, full-time faculty shall advise their department chairs of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester within fifteen (15) days of being informed of the course and meeting time offerings set forth in paragraph G(2).

4. Subsequent to the receipt of course preference forms, if requested to do so in writing, department chairs shall meet individually with their faculty to discuss their course and meeting time preferences. Following all such meetings, or the waiver thereof, department chairs shall, subject to approval by the division dean, make decisions on which courses will be taught by the faculty of their departments. Such decisions shall be predicated on each faculty member's appropriate instructional experience, professional background, stated course preference(s) and credentials in relation to departmental course offerings. Faculty will be informed of their preliminary course and meeting time assignments in writing. If a faculty member's request cannot be honored, upon request, he/she shall be informed of the reasons therefor in writing. Newly hired faculty will not be afforded any preference under this section during their first semester of employment.

5. Full-time faculty shall be notified of their course and meeting time assignments by June 1 for the Fall semester and by December 1 for the Spring semester. Course and meeting time assignments may be changed prior to the beginning of a semester due to unforeseen circumstances involving enrollments or faculty availability.

H. Class Schedule Changes

Faculty must meet their classes as scheduled except as provided for in the following:

1. A change in the time or location of a single class meeting must have the prior authorization of the faculty member's department chair.

2. Changes in the time and/or location of more than a single class meeting must have the prior authorization of the faculty member's department chair and division dean.

3. A permanent change in the master schedule must have the prior authorization of the faculty member's department chair, division dean and the vice president for faculty and academic affairs.

4. For all such changes in class meetings scheduled by the Office of Continuing Education,

notice to the Office of Continuing Education is also required.

I. Teaching Load

1. Faculty members teaching courses without laboratory sections may be assigned up to thirty-two (32) contact hours, with no more than six (6) courses per academic year. However, the College may schedule a thirty-third (33rd) contact hour, where necessary on an overload basis, and pay the affected faculty member in accordance with the voluntary overload rate set forth in Article XII, Section G hereof.

2. Faculty members teaching courses with laboratory sections may be assigned up to thirty-three (33) contact hours per academic year; four (4) courses wherever possible with a maximum of five (5) courses per academic year. The number of students assigned to a particular laboratory section shall be based upon (a) the skills to be acquired by the students; (b) instructional techniques necessary for the acquisition of such skills; (c) equipment, supplies and/or materials to be used in the laboratory; and, (d) the physical limitations of the room in which the laboratory is to be conducted.

3. Contact hour credit for field work supervision will be on a ratio of one (1) hour of load credit for every two (2) hours of required supervision. Twenty (20) students per section shall be the maximum student load where field work experience is required and scheduling of sections will continue as heretofore.

4. Faculty assigned to teach mass lectures shall be assigned two (2) semester contact hours of teaching load credit for each one (1) hour of mass lecture. For the purposes hereof, a mass lecture shall be a class of (a) one hundred (100) students or more; (b) precisely planned and organized; (c) limited to faculty presentation as distinct from discussion, quizzes, examinations, etc. and requiring the regular and extensive use of instructional media.

5. Faculty teaching assignments will be limited to three (3) courses and eighteen (18) contact hours per semester and (excluding mass lectures) five hundred (500) student contact hours per semester. However, to accommodate students from courses which are cancelled due to insufficient enrollment by the President or his/her designee during the week prior to the first day of classes each semester and students who register during the first week of classes, the College may assign faculty members up to five hundred and ten (510) student contact hours in a semester. In any event, a faculty member may not be assigned more than one thousand (1,000) student contact hours in an academic year.

6. Except in instances of team teaching, not more than one (1) faculty member will be assigned to teach a separate section of the same course without the written consent of the faculty member.

7. For faculty members in the Department of Physical Education and Recreation Leadership, any course taught which is a major subject within either the Recreation Leadership Curriculum or the Physical Education Major's option shall count as one (1) preparation. All courses taught in the physical education service program, irrespective of the number, shall count as one (1) preparation.

8. Every effort shall be made to schedule faculty into a full-time teaching load prior to 6:00 p.m. Monday through Friday. Faculty members for whom a full-time teaching load cannot be compiled prior to 6:00 p.m. Monday through Friday shall be assignable to teach courses after 6:00 p.m., or to the other departments and/or divisions if qualified and if openings exist, or to

weekend assignments. Not more than one (1) course will be required in the evening or on Saturday or Sunday as part of the full-time load except for faculty members for whom a full-time load cannot be compiled with the single course limitation. Under no circumstances may the College assign a course after 6:00 p.m. or on Saturday or Sunday to a faculty member for punitive purposes. Faculty members who hereafter voluntarily accept a full-time evening and/or weekend assignments or are initially employed as full-time evening or weekend instructors shall not be entitled to premium compensation.

9. An optional overload (voluntary on the part of the faculty member) shall be permitted beyond the thirty-second (32nd)/thirty-third (33rd) contact hour and any faculty member accepting such voluntary overload shall be compensated therefor at the voluntary overload rate set forth in Article XII, Section G hereof. Voluntary overload assignments prior to 6:00 p.m. may be authorized provided the faculty recommended for such assignments are carrying full teaching loads and the course(s) in question could not otherwise be assigned to another faculty member qualified to teach the course(s) as part of their regular teaching load. In any event, the College has no obligation to assign such available courses to full-time faculty volunteering for such courses.

10. Faculty members may leave campus prior to the end of the work day if all obligations to the College for that day are completed.

J. Reduced Teaching Load; Reduced Salary and Benefits

1. With the prior approval of their department chairperson and the College administration, teaching faculty with ten (10) or more years of full-time service with the College may request to take a reduced teaching load. Such reduction of load, if approved, shall be in combinations of three (3), four (4), or five (5) contact hours. A department's total course offering shall not be reduced because of the requests for reduced load.

2. During the semester of reduced load, the base salary, leave and all other applicable benefits as hereunder provided for faculty members shall be reduced by twenty percent (20%) for each reduction of three (3) contact hours; twenty-five percent (25%) for each reduction of four (4) contact hours; and, thirty percent (30%) for each load reduction of five (5) contact hours and/or combinations thereof.

3. Requests for reduced teaching load assignments must be made on forms provided for this purpose by the College and submitted by October 1st for load reductions to be effective in the upcoming Spring semester and by March 1st for load reductions to be effective in the upcoming Fall semester. Such forms, along with guidelines describing how this provision will be implemented, are available from department chairs and/or the Director of Human Resources.

K. Office Hours

1. Full-time faculty shall maintain not less than five (5) office hours each week. Such office hours will be scheduled throughout the week so that faculty are readily available to students. Faculty shall post their office hour schedules on their office doors and shall file a copy with their department chair.

2. Part-time faculty shall maintain office hour(s) so as to be available to students in accordance with the following:

Contact Hours of Teaching Per Week	Office Hours Per Week
3	1.00
4	1.25
5	1.50
6	2.00
7	2.25
8	2.50
9	3.00

3. Full-time faculty who accept optional overload assignments shall maintain one (1) additional office hour each week for each additional course taught.

4. During office hours, students may solicit assistance in problems they may be experiencing in courses offered by the faculty member and faculty member advice regarding alternative course selections in a discipline. As office hour time permits, the faculty member may also address other matters of interest to his/her students.

L. Student Advisement

1. During the fiscal year (September 1 - August 31) the College may, at its discretion, employ faculty to assist department chairs with general student advisement and/or in association with the student course selection and/or registration process. Faculty wishing to be considered for employment as student advisors shall so inform their department chairs in writing on forms provided by the College for this purpose.

2. Employment as a student advisor shall be upon the recommendation of the appropriate department chair and approved by the division dean. Such employment shall be on a semester-by-semester basis and non-reappointment shall not be subject to review under the grievance machinery of the Agreement.

3. Faculty employed as student advisors shall be compensated at the following rates per hour with payment based on approved timesheets submitted:

- Effective the first 1998/99 pay period $22.46/hour.
- Effective the first 1999/2000 pay period $22.91/hour.
- Effective the first 2000/2001 pay period $23.37/hour.

4. All services rendered as a student advisor shall be in addition to the office hour requirement stipulated in Article VII, Section
K hereof.

M. Time for Meetings

1. A free period of two (2) consecutive hours each week will be included in the master schedule to provide time for meetings of various organizations, including student organizations, campus committees, the Faculty Association and other groups. The time to be

assigned for the same shall be discussed with the Association before the master schedule is finalized.

2. If a conflict develops between a scheduled meeting of the Faculty Association and other organizations and/or committees, those other organizations and/or committees, shall have priority except that the Faculty Association shall be assigned first priority for one (1) meeting time every fourth week.

N. Class Cancellations

In the event that day classes are cancelled because of inclement weather or other emergency, faculty members will not be required to report to campus for the period of time covered by the day class cancellation. Evening class cancellations shall be separately determined.

ARTICLE VIII
TEXTBOOKS, SUPPLIES, RECORDS, AND MATERIALS

A. Selection of Textbooks and Teaching Materials

1. Textbooks and other teaching materials shall be selected by the faculty member involved in teaching a specific course. Faculty textbook selections shall be made by April 1 for the Fall semester and by October 1 for the Spring semester. The College shall inform faculty members and Department Chairs of the availability of textbooks at least one week prior to the start of classes.

2. In instances of courses with multiple sections the majority of the faculty members involved must agree on the text to be used. Lacking a majority decision the choice shall be made by a majority vote of the tenured faculty teaching the course. In the case of a tie in the latter instance the department chairperson shall cast the tie breaking vote.

3. Selection of textbooks and teaching materials shall be subject to the approval of the department chairperson and division dean. If required, the department chairperson or division dean shall, if requested, supply written reason(s) for such action.

B. Desk Copies of Textbooks

If delivered from the publisher or in stock at the College Bookstore, desk copies of textbooks to be used in the upcoming semester will be available to faculty in need of such books no less than two (2) weeks before classes begin.

C. Ordering Supplies

Faculty members will order supplies, in accordance with established procedures, on forms provided by the College for this purpose.

D. Submission of Records and Materials

Each faculty member shall timely submit to the appropriate supervisor grade and other records and materials (which cannot otherwise be prepared) as required by the College. This provision does not require multiple preparation or submission of records by any faculty member. Failure to timely submit such records and materials may result in the deferment of

salary installments as provided in Article XII(F) until such records and materials are submitted. Except in the instance of lump sum payments pursuant to Article XII(F)(2)(a), ten (10) days advance written notice of an installment deferment will be provided the faculty member. In the event of a deferment of salary pursuant to Article XII (F) (2) (a), the College will notify the affected faculty member prior to deferment.

ARTICLE IX
FACULTY LIBRARIANS, EDUCATION SPECIALISTS

A. Faculty Librarians

1. Faculty librarians shall be accorded the benefit(s) of all applicable sections of this Agreement (e.g. evaluation, academic rank, tenure, leaves, salary, etc.) and shall be employed on the basis of one-hundred and eighty-nine (189) working days between September 1 and August 31 with a thirty-five (35) hour work week.

2. Work schedules shall be equitably structured to assure adequate coverage for library services throughout the calendar year. Consistent with the functional needs of the library, faculty librarians' vacation time will be based on the stated preferences of the faculty librarians. Faculty librarian assignments will be made by the Director of the LRC based on the needs of the library, the qualifications and preference of the faculty librarian, and the requirements of the library. Where there is a conflict between stated preferences, length of service as a faculty librarian will dictate which stated preference will be honored.

3. In the event that faculty librarians are assigned to teach a specific library related course, one (1) hour of course contact hour credit will count as the equivalent of two (2) hours toward the thirty-five (35 hour requirement stipulated in paragraph "1" of this Article. Should such assignments be made, they will have no bearing on the capacity of affected faculty librarians to fulfill all reference desk coverage assignments.

4. A full-time faculty librarian appointment is defined as a faculty librarian who works more than twenty-five (25) hours in a week.

5. Part-time/adjunct faculty librarians shall be paid in accordance with the following schedule:

- Effective the first 1998/99 pay period $20.36/hour.
- Effective the first 1999/2000 pay period $20.77/hour.
- Effective the first 2000/2001 pay period $21.19/hour.

B. Education Specialists

1. Education specialists shall be accorded the benefits of all applicable sections of this Agreement (evaluation, academic rank, tenure, leaves, salary, etc.) and shall be employed on the basis of one-hundred eighty-nine (189) working days between September 1 and August 31 with a thirty-five (35) hour work week.

2. Work days shall include all days on which classes are in session or the center is open. Additional work days shall be discharged between the Fall and Spring semesters and/or during the summer months and shall be as recommended by the Education Specialists and approved by the appropriate department chair and/or administrator.

3. Work schedules shall be equitably structured to assure adequate coverage for Education Specialist services throughout the calendar year. Education Specialist assignments will be made based on the stated preferences of the Education Specialists. Where there is a conflict between stated preferences, length of service as an Education Specialist will dictate which stated preference will be honored.

4. A full-time Education Specialist appointment is defined as an education specialist who works more than twenty-five (25) hours in a week.

5. Part-time education specialists shall be paid in accordance with the following schedule:

- Effective the first 1998/99 pay period $20.36/hour.
- Effective the first 1999/2000 pay period $20.77/hour.
- Effective the first 2000/2001 pay period $21.19/hour.

ARTICLE X
PROFESSIONAL POSITIONS

A. Equal Employment Opportunities

It is the policy of Hudson Valley Community College that applicants shall receive equal opportunity for employment, and upon employment shall be treated equally regardless of race, color, age, religion, sex, sexual orientation, political affiliation, handicapping condition or national origin. This policy relates to all actions related to but is not limited to employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, and rates of pay and/or other forms of compensation.

B. Notice of Vacancies

Three (3) copies of each notice of each vacancy in bargaining unit positions (acting, temporary or permanent) shall be delivered to the President of the Association. Ten (10) copies shall be posted by the College to provide a notice thereof to the faculty. Notices of vacancies which occur during the Summer months shall be communicated by mail to the faculty who request the same on a form provided by the College. Faculty members shall be given priority consideration in filling such vacancies.

C. Opportunity for Joint Meeting and Recommendation

At such time as persons are being interviewed for positions on the faculty, an opportunity for a joint meeting involving the candidate(s), department chairperson and faculty of the

appropriate department will be provided. The recommendation of the faculty will be submitted to the department chairperson and the Vice President for Faculty and Academic Affairs.

D. Recruitment Qualifications

If requested by the College, faculty from the department where a vacancy is to be filled shall participate in the development of minimum educational and experiential requirements for the filling of such vacant faculty position(s). Should the required academic credential(s) and/or non-Hudson Valley Community College experience for consideration of the award of tenure be different than the stated minimum educational and experiential requirements required for consideration for initial employment to a vacant faculty position, the College's official notice of vacancy shall explicitly state the required academic credential(s) and/or experience that must be documented to the College for tenure consideration. Such vacancy notice shall be attached and made a part of the initial salary agreement for new probationary faculty who do not possess at the time of their initial appointment the required academic or experience requirements established for tenure consideration.

ARTICLE XI
APPOINTMENTS TO PROFESSIONAL STAFF

A. Temporary Appointments

1. Temporary appointments are made to positions not expected to be permanent. Such appointments are for fixed terms not in excess of one (1) academic year.

2. A full-time temporary appointment is defined as a faculty member with an instructional assignment of more than twelve (12) semester contact hours for the period of appointment.

3. Faculty holding full-time temporary appointments shall be entitled to full health benefits contained herein and up to twelve (12) days of consolidated leave (or the appropriate pro rata share thereof for appointments of less than one (1) academic year). Consolidated leave may be used for personal illness, death in the immediate family, and, subject to the provisions of Article XVI, Section C (Personal Leave) for urgent personal business that cannot be deferred. Faculty holding full-time temporary appointments shall not be entitled to other leaves, paid or unpaid, long term disability insurance coverage nor shall their termination be subject to review under the grievance procedure. For the purposes of this paragraph, immediate family is defined to include spouse, children (including foster and step children), grandchildren, parents, grandparents, foster parents and/or blood relatives residing in the same household.

4. Time served by faculty under full-time temporary appointments prior to August 31, 1978 who thereafter receive probationary appointments may in the discretion of the College, be considered time under a probationary appointment in determining probationary/tenure status; in making the same determination for full-time faculty comparably employed (full-time temporary to probationary) subsequent to August 31, 1978, time served under the temporary appointment will to a maximum of one (1) year, be considered time under a probationary appointment and all benefits under such entitled service shall be continuous.

5. Except for persons notified in writing and employed to replace probationary and/or tenured faculty on leave or assigned to programs or projects funded by a grant or contract, a faculty

member may not be employed under more than two (2) consecutive full-time temporary appointments in the same department. In those instances where a faculty member begins work on a full-time basis during a semester pursuant to be a temporary appointment, if the faculty member begins service during or after the fourth week of classes, the initial semester shall not count towards the limits on consecutive temporary appointments. Except as limited above, a faculty member who assumes or starts a full-time position during a semester is entitled to all the wages and other benefits accorded other full-time temporary appointments.

B. Probationary Appointments

1. All faculty members will serve a probationary period of not more than five (5) years prior to being granted tenure. However, the probationary period for transferees from other institutions of higher education within the State University of New York, in which tenure had been achieved, shall be reduced by years of tenured service at such institutions; however, such transferees shall be required to serve a minimum of three (3) years of probation at Hudson Valley Community College prior to being granted tenure.

2. Faculty members on probationary status whose appointments are renewed from year to year, will be granted tenure upon renewal of their appointments beyond their probationary period.

3. All faculty members who are granted tenure appointments shall hold their respective positions during good behavior and competent and efficient service.

4. Tenure shall remain in effect if and while a faculty member assumes an administrative position or is employed in a position funded by grant or contract funds.

ARTICLE XII
SALARIES

A. Faculty Covered by this Agreement

1. The salaries of full-time faculty covered by this Agreement shall be increased as follows:

Effective September 1, 1998, the base annual salary of each returning full-time tenured and probationary faculty member from 1997/98 shall be increased by three and one-half percent (3.5%).

Effective September 1, 1999, the base annual salary of each returning full-time tenured and probationary faculty member from 1998/99 shall be increased by three and one-half percent (3.5%).

Effective September 1, 2000, the base annual salary of each returning full-time tenured and probationary faculty member from 1999/2000 shall be increased by three and one-half percent (3.5%).

ii. Equity Adjustment

1. Each year during the term hereof, the salaries of returning tenured and probationary faculty

members whose base salary is below the average of all tenured and probationary faculty members in the same rank shall be equitable adjusted as hereinafter set forth prior to the application of the annual salary increases.

2. Equity adjustment to which a returning probationary or tenured faculty member shall be entitled each year of this Agreement shall be determined in the following manner:

a. An equity unit shall be the sum of $100.00 or less by which a returning tenured or probationary faculty member's base salary for the preceding year was below the average base salary of all tenured and probationary faculty members of the same rank for the same (preceding) year.

b. The number of units so determined shall be multiplied by the number of his/her years of continuous full-time service at the College and thereafter divided by the number representing the mean years of full-time continuous service in his/her rank.

c. The number of such units for all faculty members in all ranks shall be divided into a sum equal to $8,000 in 1998/99, $8,000 in 1999/2000 and $8,000 in 2000/2001. The unit value so determined shall be multiplied by the number of each faculty member's units as determined in (b) above constituting his/her equity adjustment.

3. Equity adjustment determinations shall be made using factors existing as of June 1, preceding entitlement.

4. The equity adjustment, if any, of faculty members who are promoted or are merit recipients, shall be calculated on the basis of his/her rank and salary subsequent to promotion and/or merit increases.

5. For the purposes of this section only, approved leaves of absences shall not constitute a break in continuous full-time service.

6. For the purpose of equity calculation, those faculty members holding the rank of Instructor during academic year 1997/1998 whose base annual salary was below $31,283 will be considered as if they had earned $31,283, and equity units applicable thereto shall be calculated between $31,283 and the 1997/1998 average tenured and probationary instructor's salary.

B. Minimum Instructor's Salary

The base salary for each full-time faculty member with the rank of Instructor shall be not less than the salaries set forth in the following table:

Instructor	
1998/1999	$31,283
1999/2000	$31,752
2000/2001	$32,228

C. Promotions

Upon promotion in rank, the base salary of a faculty member shall be increased, as follows:

		Increase for Promotion Effective From To 9/1/98
Assistant Instructor	Instructor	$ 500
Instructor	Assistant Professor	$ 500
Assistant Professor	Associate Professor	$ 1,500
Associate Professor	Professor	$ 2,000

The promotion in rank increase shall be added to the faculty member's base salary before any other yearly salary increase is calculated.

D. Merit

The College shall be authorized to grant, at its discretion, merit/equity salary increases beyond the increases stipulated in the Agreement; application of this provision would be limited to up to ten (10) faculty members and a total of $5,000 in each year of the Agreement.

E. Annual Salary Agreement

1. Every faculty member shall receive an annual salary agreement consistent herewith, setting forth his/her academic rank and salary.

2. Salary agreements shall be signed and returned by each faculty member within thirty (30) calendar days after receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the faculty member; failure to do so shall constitute a resignation.

F. Salary Installments

1. The salary as stated on the salary agreement of each faculty member employed for a full academic year shall be paid on a bi-weekly basis in twenty-six (26) approximately equal installments or twenty-seven (27) approximately equal installments in those fiscal years where there are twenty-seven bi-weekly pay periods.

2. Except for faculty members leaving the employ of the College at the end of the fiscal year, upon one month's written request by a faculty member:

a. All salary payments for pay periods subsequent to graduation shall be payable on the first pay period subsequent to graduation.

b. The College, subject to New York State audit regulations, will, upon one month's written request, make appropriate arrangements to forward faculty members' salary checks by mail. A request to forward checks by mail shall be irrevocable for the balance of the fiscal year (August 31).

G. Voluntary Overload Compensation

Faculty members accepting voluntary overload teaching assignments, pursuant to Article VII,

Section I. 9. of this Agreement shall be compensated for such assignments as follows:

- 1998/1999 Academic Year – $704 per semester contact hour
- 1999/2000 Academic Year – $718 per semester contact hour
- 2000/2001 Academic Year – $732 per semester contact hour

H. Adjunct Faculty Compensation

Adjunct and part-time faculty members shall be compensated as follows:

- 1998/1999 Academic Year – not less than $704 per semester contact hour
- 1999/2000 Academic Year – not less than $718 per semester contact hour
- 2000/2001 Academic Year – not less than $732 per semester contact hour

ARTICLE XIII
CLASSROOM EVALUATIONS AND ANNUAL EVALUATIONS

A. Procedure

Classroom evaluation and annual evaluation procedures shall be separately conducted to afford faculty time to:

1. improve on or correct deficiencies noted; and/or

2. respond to comments made in observation reports prior to preparation of annual evaluation reports.

B. Classroom Observations

1. Faculty shall be observed each academic year unless, upon a tenured faculty member's written request, on a year-by-year basis, the observation is deemed unnecessary by the faculty's Department Chair.

2. By mutual agreement, the faculty member and the Department Chair may defer one (1) classroom observation in an academic year.

3. Observations will be conducted in a manner that minimizes disruption of the class observed.

4. The first observation in an academic year shall be conducted by the faculty member's department chair. Successor observations, if any, may be made by the department chair, division dean or other appropriate administrative staff member.

a. Within five (5) faculty working days of the first observation, or any successive observation, faculty shall be provided with a written report thereof. Such report shall contain specific comments on the faculty member's overall performance (preparation, subject matter content, organization of materials, methodology, presentation, etc.) in the class observed. Should the report cite performance deficiencies, it shall also contain suggested means to correct the deficiencies noted.

b. Faculty shall have five (5) faculty working days from the receipt of the report to respond to the comments therein contained and, if one is desired, to request that they be re-observed by their department chair. During the five (5) day response period, the file copy of the observation report shall be considered confidential and shall be maintained by the department chair.

5. If successive observations are to be conducted, faculty shall be so informed in writing along with the reasons therefor. When conducted, the procedures will duplicate those of the first observation. Reports of successive observation(s) will, however, deal primarily with the performance factors that caused re-observation. Prior to any successive observation, the chair will discuss the written report of the prior observation with the faculty member.

6. If after two (2) observations in a given academic year, the department chair indicates that additional observations will be conducted, faculty so affected, if they request will also be observed by their division dean or other appropriate administrative staff member.

7. The appointment of a faculty member will not be terminated either pursuant to dismissal procedures (except in charges of misconduct) or non-renewal on the basis of only one (1) classroom observation.

C. Annual Evaluation

1. Faculty shall be evaluated annually. Such evaluation shall emphasize the primary duty of faculty (teaching, course preparation and the evaluation of student performance) and may also deal with other College related factors of faculty employment, i.e. interest in the welfare of students insofar as their classroom experience are concerned, committee participation, professional activities, publications and research, et al.

2. The annual evaluation report shall be prepared in writing by the faculty member's department chair on forms developed by the College for this purpose. (Prior to the issuance of these forms, and annually thereafter, the content and structure thereof shall be discussed with the Association.)

3. Faculty shall be provided with copies of their evaluations and shall be accorded an opportunity of discussing them with their department chairs. Subsequent to such discussions, or on receipt of a written waiver thereof, faculty shall be accorded a period of five (5) faculty working days to submit any written response to their evaluation. Following the five (5) day response period, a copy of the evaluation report with faculty response, if any, thereon, will be forwarded for administrative review and file.

4. Nothing shall be placed in a faculty member's file without providing a copy to the faculty member involved and providing the faculty member with an opportunity to respond.

ARTICLE XIV
ACADEMIC RANK

A. Promotion Upon Attaining Tenure

1. Assistant Instructors, upon attaining tenure, if not already promoted, shall be promoted to the rank of Instructor.

2. Instructors, upon attaining tenure, if not already promoted, shall be promoted to the rank of Assistant Professor.

B. Promotion Eligibility

In determining eligibility for discretionary promotions (promotion to the rank of Associate Professor and to the rank of Professor) the College shall consider teaching ability, academic credentials, professional development, professional accomplishments and teaching experience. Additional criteria, if any, as may be established by the College will be announced annually by October 15.

C. Promotion Procedures

1. Promotion recommendations will be initiated by department chairs; faculty shall be informed through the annual evaluation process whether or not they have been so recommended. Faculty may also initiate a recommendation on their own behalf.

2. Faculty who are not recommended for promotion or whose recommendation is denied at any step in the promotion review process shall, upon written request, be provided with the reason(s) for such action by the person(s) denying the promotion in writing.

3. A faculty member's promotion recommendation materials will be forwarded through each stage of the review process from department chair to President of the College, whether approved or denied.

D. Non-Grievability

Except as provided for in Section A, paragraphs 1 and 2 of this Article, rank promotions shall be in the sole discretion of the College. The denial of a discretionary promotion (to Associate Professor or Professor) will not be subject to a review under the grievance procedure herein provided.

ARTICLE XV
NON-RENEWAL, DISMISSAL, VOLUNTARY TERMINATION AND RETRENCHMENT

A. Non-Renewal

1. Except as provided in Section D-1 of this Article, probationary faculty in their first year of employment with the College, whose appointments are not renewed shall be so informed in

writing by February 1 prior to the effective date of non-renewal, August 31. Probationary faculty in their second, third, fourth or fifth year of employment with the College whose appointments are not renewed shall be so informed, in writing, by December 1, prior to the effective date of non-renewal, August 31.

2. The non-renewal of probationary faculty is not subject to review under the grievance procedure herein provided; however, such faculty in the event of non-renewal at the end of their fourth or fifth probationary year shall, upon request, be provided with a written explanation of the decision of the College and shall, upon written request, be afforded a hearing before the Board of Trustees.

3. Faculty granted tenure appointments shall hold their respective positions during good behavior and competent and efficient service. Except as provided in Section D-1 of this Article, tenured faculty whose appointments are not renewed, shall be so informed in writing no less than fifteen (15) months prior to the effective date of non-renewal (August 31). The non-renewal of tenured faculty shall be subject to the grievance procedure herein provided; a grievance, if submitted may be initiated by said faculty at stage 2 of the grievance procedure. In the processing of a grievance for the non-renewal of a tenured faculty member, the burden of proof shall be on the College. At least five (5) days prior to the hearing at stage 2, the College shall provide reasonably detailed and formally written charges to the aggrieved party. The salary of a tenured faculty member affected by non-renewal shall continue until the effective date of non-renewal or until such time as the grievance procedure is abandoned by the faculty member or is concluded, whichever shall be the latter.

B. Dismissal (Termination Other Than Non-Renewal)

1. Dismissal of a probationary faculty member shall be on thirty (30) days notice or pay in lieu thereof. Dismissal of a temporary and/or adjunct faculty member shall be on five (5) days notice or pay in lieu thereof. Dismissal during the last (fifth) probationary year shall be subject to the grievance procedure herein provided.

2. Dismissal of a tenured faculty member shall also be on thirty (30) days advance notice or pay in lieu thereof. Such action shall, however, be subject to review under the grievance procedure and a grievance may be initiated by a faculty member so affected at stage 2. The salary of a tenured faculty member affected by dismissal shall continue for the then existing contract year or until such time as the grievance procedure is abandoned by the faculty member or is exhausted, in which latter event it shall be subject to the arbitrator's award unless, in either event, the faculty member, the Association (if the representative of the faculty member in the grievance proceeding), and the College shall otherwise agree in writing.

C. Voluntary Termination

Any faculty member desiring to terminate his/her services at the College at any time shall file written notice thereof with the President at least thirty (30) days prior to the date of such termination of services.

D. Retrenchment

1. In cases where economic necessity or changes in academic programs necessitate a reduction in the number of tenured and probationary teaching faculty, the College will give those faculty members thus affected notice thereof as soon as possible but not later than April 1.

2. For the purpose of this Article, seniority shall be defined by the years of compensated service or as otherwise provided in Article XVI Section G(2) (A). For all full-time faculty who are members of the bargaining unit as of September 1, 1986, a year of service shall be defined by the years of compensated service at the College or as otherwise provided in Article XVI Section G(2) (A). For all full-time faculty who become members of the bargaining unit subsequent to September 1, 1986, a year of service shall be determined by the sum total or combination of two (2) semesters of full-time compensated service in the bargaining unit or as otherwise provided in Article XVI, G(2) (A). Full-time bargaining unit members shall be credited for years of service in part-time positions calculated on a pro rata basis by dividing the total number of contact hours by thirty-two (32), for instructional faculty and by dividing the total number of hours worked by 1,323 for assistant librarians and educational assistants. A full-time faculty member will receive no credit for part-time service rendered prior to a break in service of more than one (1) year. All existing and former members of the bargaining unit who take or have heretofore taken a position at the College outside of the bargaining unit and later return to the bargaining unit will be given credit of one (1) year of service for each year of service at the College outside the bargaining unit. Members of the bargaining unit who leave or return to the bargaining unit during the course of the school year, will receive no more than, nor no less than, one (1) year of service for each continuous year of service at the College.

3. Should the retrenchment of tenured or probationary faculty be necessary, all part-time adjunct faculty in the teaching area affected will be laid off first followed by the lay-off of all full-time temporary faculty in the teaching area affected, followed by the lay-off of all full-time probationary faculty in the area affected followed by the lay-off of tenured faculty members in the teaching area affected. Retrenchment of probationary or tenured faculty in the teaching area affected shall be made in inverse order of seniority provided a faculty member has the qualifications to teach the courses to be taught or the bargaining unit functions to be performed.

4. For the purpose of this Article, a faculty member will be deemed qualified if he/she meets the minimum educational and experiential requirements as defined in the most recently published and/or posted recruitment/vacancy announcement in the teaching area where the courses are to be taught or the bargaining unit functions are to be performed, or if such an announcement is not available, the faculty member has the licensing, teaching experience and possesses the appropriate credentials and/or certification and/or, where applicable, practical vocational experience in the courses to be taught or the bargaining unit functions to be performed. For the purpose of determining whether a probationary or tenured faculty member "has the qualifications to teach the courses to be taught or the bargaining unit function to be performed" as those terms are applied in evidence that the faculty member has taught the course(s) or performed the bargaining unit function(s) within the teaching area "on load" at the College within the five (5) years prior to retrenchment and received satisfactory evaluations will be deemed sufficient evidence that the faculty member is qualified.

5. Any faculty member who is retrenched shall have no displacement prerogatives outside the teaching area where the lay-off occurred.

6. In the event that the elimination of part-time/adjunct, temporary, full-time, probationary or tenured positions makes available a full load for either a probationary or tenured employee which requires the retained faculty member(s) to teach courses which are scheduled to end after 6:00 p.m., the faculty member will not be entitled to premium compensation.

7. If within two (2) years the position from which a tenured or probationary faculty member was retrenched is reestablished or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched faculty in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched faculty member's recall entitlement hereunder.

8. Matters relating to the College's decision to retrench, fill, refill, establish and/or re-establish bargaining unit positions shall not be arbitrable hereunder. If grieved, the decision of the President, or designee shall be final and binding and shall constitute the exclusive remedy thereunder.

9. Unless the parties should subsequently otherwise mutually agree, for the purposes of this Article only and not otherwise, the teaching areas set forth in Addendum B constitute the list of teaching areas at the College.

10. A faculty member may be on more than one (1) teaching area seniority list.

11. If a faculty member teaches a course in a particular teaching area "on load" in an academic year, for purposes of retrenchment only, they will be entitled to be placed on that teaching area seniority list.

12. If a faculty member does not teach a course "on load" in a particular teaching area for more than one (1) academic year, their name will be removed from that teaching area seniority list.

13. Faculty on approved leaves of absence or sabbatical leaves shall remain on the teaching area seniority lists they were on prior to their leave subject however, to Article XV D(2).

14. For any faculty member who resigns from the College, credit for prior years of service will be lost unless the faculty member returns to the position in the faculty bargaining unit within one (1) year from the effective date of the resignation.

15. Faculty members on approved leave of absence do not forfeit prior accrued years of service.

16. Solely for the purpose of calculating continuous years of service for faculty members who begin service on a full-time basis during a semester after September 1, 1987, the faculty member will earn credit for a complete semester (.5 years of service) if he/she starts work before the 7th week of classes. If the faculty member begins service during or after the 7th week of classes, the faculty member will earn credit for one-half semester (.25 years of service). For faculty who begin service on an adjunct basis after September 1, 1987, the same rules shall apply to earn credit for partial semesters multiplied by the pro rata formula determined under Article XV(D)(2).

17. Nothing in this Article shall be interpreted to grant relative seniority rights to part-time/adjunct or full-time temporary faculty members.

ARTICLE XVI
LEAVES

A. Sick Leave

1. Full-time Faculty

a. The College shall advance each faculty member, twelve (12) days of sick leave on September 1 of each year. Faculty members who receive an appointment after September 1, shall be advanced sick leave calculated on a pro-rata basis by multiplying twelve (12) days by the percentage of the school year remaining. Sick leave may be used in increments of one (1) day, except that Education Specialists and Faculty Librarians may use sick leave in increments of one-half (1/2) day. A faculty member will notify his/her Department Chair as soon as possible of the need to use sick leave.

b. A faculty member may accrue up to one hundred sixty-five (165) days of sick leave. If during a faculty member's last year of employment he/she is prevented from receiving the full twelve (12) day credit for accumulated sick leave because of the one hundred sixty-five (165) day limit, the last year's un-credited number of sick leave days may be used to restore to accumulated sick leave any sick leave days used in the last year of employment.

c. After a faculty member has exhausted all sick and personal leave, his/her salary shall be suspended should his/her absence continue unless coverage of his/her classes is provided, on a volunteer basis, by a qualified member or members of the faculty and approved by the appropriate department chairperson.

d. Sick leave validation, including disability arising out of pregnancy, may be requested in the form of a physician's certificate.

2. Part-Time Faculty and/or Full-Time Faculty Teaching a Voluntary Overload Assignment.

In the course of a given semester, part-time faculty (for the purpose hereof part-time faculty are persons temporarily appointed for the Fall and/or Spring semester having teaching loads of less than thirteen (13) semester contact hours) and full-time faculty on voluntary overloads, shall be entitled to one (1) such sick leave occurrence with pay in the course of a semester for part-time faculty with six (6) hours or less per semester and two (2) sick leave occurrences with pay for part-time faculty with more than six (6) contact hours per semester. A sick leave occurrence is an absence of any duration on any date on which an absent faculty member has a scheduled class meeting.

3. (a) A faculty member eligible to and who does retire under his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of paying his/her full premium cost of the College health insurance plan following retirement. To be eligible for this benefit, the retiring faculty member must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.

(b) In the event that a faculty member who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the faculty member's dependents theretofore covered (spouse and/or eligible children), if any, shall, so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.

(c) At the time of retirement the retiree may, at his/her further irrevocable option, have deducted from the dollar value of his/her accumulated sick leave a sum up to thirty percent (30%) of the dollar value of his/her accumulated sick leave and be paid the same; the balance as heretofore outlined constituting an account to cover payment of the retiree's health insurance premiums.

(d) A faculty member eligible to retire under the conditions set forth in paragraph 3(a) not electing the options provided under paragraphs 3(a) or 3(c) hereof shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

4. (a) A faculty member not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College and who elects to terminate shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

(b) A faculty member not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College in lieu of the lump sum payment above outlined may, at his/her option, make an irrevocable election to have the sum to which entitled upon termination as set forth in paragraph 4(a) credited to an account for the payment of his/her full premium cost of the College health insurance plan following termination under the same terms and conditions as provided for retirees under paragraph 3(a) hereof.

5. To be eligible for the lump sum payment under paragraph 3(d) and 4(a) at the time of retirement or termination, a faculty member must have provided the office of the President irrevocable notice of retirement or termination, by April 1 preceding the fiscal year in which retirement or termination is to occur. Failure to provide such notice shall defer such payment until one (1) year from date of retirement or termination.

6. In the event a faculty member dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased faculty member, the dollar value of fifty percent (50%) of the deceased faculty member's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased faculty member; or the sum to which entitled (50% of the deceased faculty member's sick leave accruals) may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased faculty member's surviving dependents as provided in paragraph 3(b) hereof.

7. Faculty members shall annually receive a statement as to their sick leave accumulation.

8. For the sole purpose of calculating the value of accumulated sick leave, the faculty member's accumulated days shall be multiplied by the faculty member's current salary divided by one hundred and fifty-one (151).

B. Worker's Compensation Leave

Whenever faculty are absent from their duties as a result of on-the-job injuries covered by worker's compensation, they will be paid at the level of their salaries which would otherwise have been due but for said injury (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of six (6) months from date of injury, and no part of such absence will be charged to leave to which they may otherwise be

entitled.

C. Personal Leave

1) During each academic year, faculty shall be entitled to five (5) days of personal leave for urgent personal business which cannot be deferred or the observance of religious holidays without loss of pay. Faculty will make provisions for coverage of their classes unless relieved of the obligation to do so by their department chair and in emergency situations (e.g. death in immediate family, etc.). If possible, requests for such leave will be made in advance, in writing, and are to be directed to the faculty member's immediate supervisor. When faculty must be absent due to an emergency situation, they shall report their absence or their intended absence to their immediate supervisor or his/her designee at the first reasonable opportunity. Two (2) personal leave days may be taken in one-half-day increments.

2) Subject to the provisions of Article XVI, Section A, upon exhaustion of a faculty member's personal leave, up to five (5) days current and/or accumulated sick leave a year may be used in order to attend to the circumstances related to a death or critical illness within the faculty member's immediate family as defined in Article XI, Section A(3).

D. Sabbatical Leave

Sabbatical Leaves of absence will be granted to tenured full-time faculty members (including department chairpersons) in accordance with the following provisions:

1. Faculty members become eligible for a sabbatical leave upon completion of six (6) years of full-time employment at Hudson Valley Community College. Applications for a sabbatical leave may be filed during the sixth (6th) year of employment and thereafter, to be effective, if granted, the following academic year. Faculty who have previously been granted a sabbatical leave under these qualifications must complete a minimum of an additional six (6) years of full-time employment at Hudson Valley Community College from the date of return from their last sabbatical leave in order to be eligible for a subsequent sabbatical leave. Notwithstanding the above, in instances where the number of recommended applications for sabbatical leaves is less than the number of available leaves, the committee may, in its discretion, consider applications from prior sabbaticants who have complied with the provisions of paragraph 9 hereof.

2. Sabbatical leave may be granted for one (1) semester at full salary, two (2) semesters at half salary or two (2) semesters at full salary. The salary so paid shall not be reduced by any grant or fellowship received by the applicant.

3. The total number of sabbatical leaves granted per College year shall be subject to budget limitations; however, there shall not be more than four (4) at full salary during each year of the Agreement.

4. Completed sabbatical leave application forms for leaves to be effective for one or both semesters in the upcoming academic year shall be submitted to the President of the College by 5:00 p.m. on the last faculty work day in the month of January.

5. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience (limited to one [1]

semester) shall state the specific educational objective in direct relation to the applicant's field of endeavor. Should a sabbatical leave be granted, any subsequent change from that as stated in the application shall require written notification to, and approval by the President.

6. The sabbatical recipients and the terms of their leaves shall be determined by a committee composed of five (5) representatives of the tenured faculty, two (2) representatives of the department chairpersons and three (3) representatives of the administration. A department chair may not serve on the committee if a member of his/her department is an applicant; a faculty member may not serve on the committee if his/her department chair is an applicant. An applicant may not be a member of the committee. Committee determinations are subject to the approval of the President of the College and the Board of Trustees.

7. Sabbatical leave recipients remain employees of the College and their salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from sabbatical leave the recipient will be restored to the position to which entitled (or a comparable position) at a salary equal to that he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical leave, less, however, the pro rata of all leave credits based on the duration of the sabbatical leave.

8. Upon return from sabbatical leave, the recipient will, within sixty (60) days, unless extended by the President, submit to the President a detailed report inclusive of appropriate records and data relative to such leave.

9. Following sabbatical leave the recipient is expected to return and complete two (2) years of service in the event of one (1) year's sabbatical leave; one (1) year's service in the event of one-half (1/2) year sabbatical leave. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the recipient to return and complete such service.

9. Before reviewing applications, the Sabbatical Leave Committee shall establish guidelines and criteria for its operations and publish the same. Within forty (40) faculty working days following the final submission date for sabbatical leave applications, the Committee will communicate in writing to each applicant its determination of his/her application; an applicant not recommended for sabbatical leave shall be granted an opportunity to meet with the representatives of the Committee to review the Committee's determination on his/her application and the reasons therefor.

11. The determinations of the Sabbatical Leave Committee shall be grievable only as follows:

a. The aggrieved shall have the burden of proof in all cases.

b. The sole grounds for a grievance will be that the actions of the committee were arbitrary or capricious.

c. Grievances will be submitted at the second stage within five (5) faculty working days following receipt of the Committee's determination.

E. Jury Duty and Court Appearances

1. Jury Duty - Any member of the faculty unit scheduled for jury duty shall be excused from

class attendance and other duties for such jury service which conflicts with his/her professional responsibilities without loss of pay or charge to leave credits. All pending instances of jury duty shall be reported to the Department Chairperson immediately upon the receipt of notice thereof. The College may request documentation to substantiate a faculty member's actual jury service.

2. Court Appearances - As a party to an action or as a result of subpoena, any faculty member shall be excused from his/her class attendance and other duties for such court appearances(s) which conflicts with his/her professional responsibilities without loss of pay or charge to leave credits.

F. Association Leave

The President of the Association shall be entitled to five (5) days leave per year not chargeable against sick leave or personal leave for the purpose of conducting special Association business and attending meetings.

The Association President shall be granted three credit hours release time for the fall semester and three credit hours release time for the spring semester. If accepted, this release time shall not be counted toward overload for either the fall or spring semesters. It shall not affect additional compensation opportunities for the summer session(s).

If the Association President is an education specialist or faculty librarian, he/she will be granted six hours per week release time. This section shall apply only to full-time bargaining unit members.

G. Leaves of Absence (Unpaid Leaves)

1. Unpaid leaves of one (1) or two (2) semesters may be granted to probationary members at the discretion of the College. In the instance of faculty members holding tenure, unpaid leaves of absence of one (1) or two (2) semesters will be granted upon advance application as described in paragraph 3 of this section of the Agreement. Extensions of leaves shall be in the sole discretion of the College. Such leaves shall commence at the beginning of a semester. The total number of leaves available per College year for faculty members enjoying tenure shall not exceed three (3). Additional leaves may be granted at the discretion of the College. Where the purposes of the leaves are for advanced study, exchange teaching or other activity in each instance related to the faculty member's field or professional duties or which otherwise benefit the College, or for the purpose of holding professional or political office, or seeking the latter, upon return from such leave, a faculty member shall be restored to the position which he/she held prior to his/her leave or a comparable position and shall receive a salary equal to that which he/she would have received had he/she taught at the College during such period, exclusive of promotion.

2. a. A tenured faculty member whose leave was for advanced study, exchange teaching or other activity in each instance related to the faculty member's field or professional duties or which otherwise benefit the College shall accumulate additional credit toward years of service to the College and sabbatical leave eligibility.

b. A faculty member whose leave was for other purposes shall not accumulate additional credit toward tenure, years of service to the College, or sabbatical leave eligibility.

3. Applications for leave must be made in writing to the President of the College within

twenty (20) faculty working days after the start of the semester preceding the semester for which the leave is being requested. The time limit may be waived by the College in the case of emergency or other mitigating circumstances.

H. Validation of Attendance

Faculty members shall be required to certify their attendance and record their absences on the forms provided by the College.

ARTICLE XVII
INSURANCE

A. Health Care Coverage

1. As of the date of this Agreement, the College makes available as primary plans to all full-time bargaining unit members and their eligible dependents group indemnity, Blue Shield NENY; HMO CHP Standard; Capital District Physicians Health Plan Premier $15; and CHP Plan 190. The College will continue to make available to those parties coverage as congruent as possible to these primary plans. With respect to primary plans, the College reserves the right to change carriers or to self-insure, as it deems appropriate, so long as the coverage and benefits remain as congruent as possible with those currently provided. The College agrees to attempt to minimize changes by incumbent providers and HMO's from one plan year to another. However, the College will not be responsible for changes unilaterally imposed by an insurance provider or HMO in benefits, co-payment provisions or deductibles. The practice of reimbursing the $240 in-patient deductible of the hospitalization portion of indemnity coverage will continue to be in effect regardless of change in indemnity plan provider or changes in plan parameters.

2. The College may continue to provide alternatives to the four primary health plans identified above which make available less costly coverage. It is understood that these are alternatives to primary plans and enrollment replaces coverage under a primary plan. It is also understood that such alternatives are offered at the discretion of the College and such alternatives are not subject to any criterion of congruency with primary plans. With respect to the alternative plans, the College reserves the right to self insure or to provide as many or as few plans as it deems appropriate with no restriction on included benefit or coverage levels.

B. Long-term Disability

The College shall continue to provide all full-time unit members a long-term disability insurance plan at benefit levels currently in effect as described in the plan available in the Office of Human Resources. The College reserves the right to change providers or to self-insure provided that existing benefit levels are maintained or enhanced.

C. Dental Insurance

The College shall continue to provide to all full-time faculty a dental plan whose benefits are equivalent to the dental plan now in effect for employees of the County of Rensselaer. Should the level or scope of benefits provided under the county-wide plan be increased for county employees, the same increase(s) shall automatically be accorded to eligible bargaining unit members covered by this Agreement.

D. Cost of Insurance

1. The College shall continue to pay 100% of the cost of all individual health insurance coverage for each full-time faculty member. The cost of any premium increases in the dependency coverage portion of the health insurance program shall be borne equally by the College and the faculty member. If, however, the College effects a savings in the total cost of the health insurance program covering bargaining unit personnel, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of the dependency coverage as described herein.

2. The College shall continue to pay 100% of the cost of the individual dental and long-term disability coverage.

3. Where both spouses are employees of the College, at the option of the couple, either two (2) individual policies or one (1) family policy may be elected with the College paying the entire monthly cost of either two (2) individual policies or one (1) family policy. The policy must be held by the faculty member.

E. Election to Waive Health Coverage

Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the College Health Insurance Program and may provide for his/her own health insurance. The Employer will place Fifty ($50) dollars in a trust account each month of this Agreement that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect to resume coverage the first of the month following a minimum of three (3) business days' notice.

F. Rehabilitation

The parties agree to continue implementation of the recommendations of the panel on alcohol and substance abuse rehabilitation established under ARTICLE XVII, section 6. of the 1989/1992 Collective Bargaining Agreement.

G. Consultation With Association

In the event of a change of health insurance carriers or the election by the College or County to self-insure any one or more of the primary coverages provided hereunder, such change shall be made only after thirty (30) days notice and a subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be as congruent as possible to the benefits provided by the primary plan.

H. Part-time Faculty

Part-time faculty may participate in the available HMO plans, primary or alternative plans offered by the College at full premium cost of the option selected plus a two percent (2%) of premium administrative cost. While the part-time faculty member is on payroll status, all premiums and administrative costs must be received by the College through payroll deduction.

I. Labor Management Committee

The parties agree to establish a Labor Management Committee to review and make recommendations to the College concerning possible alternative medical insurance options. The Committee shall be composed of three members of the Faculty Association together with the Vice President for Administration, Director of Human Resources and Chief Fiscal Officer of the College. From time to time, the College may make available to the Committee the College's insurance consultant.

J. Extent of Coverage

The extent of coverage under the health, dental and disability plans, including any HMO's and/or self-insured plans referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans or benefits thereunder and shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it is contracted or is obligated shall result in no liability to the College or County. However, in instances where the College agrees that an insurance provider may not be meeting its contractual obligations, the College agrees to contact the insurance provider on the employee's behalf.

ARTICLE XVIII
FACILITIES

A. College Obligation to Provide

The College agrees to provide all necessary facilities to meet the educational objective of the institution.

B. Unsafe Conditions

The College will provide a safe place to work. Faculty members will not be required to work under unsafe conditions or to engage in activities which endanger their health, safety, and well-being.

C. Office Space

Within its capabilities, the College will provide faculty office space for each full-time faculty member sufficient to afford privacy necessary for study and the advisement of students. Additionally, the College will provide telephones for intra-campus usage and for the conduct of business.

ARTICLE XIX
FACULTY ASSOCIATION BUSINESS

A. Transaction of Association Business

Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided the same does not interfere with instruction. The College shall make space available to the Association, upon request, on a space available

basis.

B. Bulletin Boards

There will be a bulletin board in each College building at a location agreed upon by the parties hereto under the exclusive control of the Association.

C. Intra-School Mail
The Association may use the intra-school mail system for the dissemination of Association information to its membership.

D. Time and Faculty Meetings

The Association shall be allotted at least fifteen (15) minutes during each faculty meeting, after the opening remarks of the President of the College, to conduct its business.

E. Office for Association President

Subject to space limitation in the department of the President of the Association, every effort will be made to provide individual office space for the President of the Association during his/her term of office. Reassignment of faculty office space to accommodate the foregoing shall not be subject to the grievance procedure hereunder.

ARTICLE XX
MISCELLANEOUS PROVISIONS

A. Line of Authority

1. Within thirty (30) days of ratification of this Agreement and annually thereafter, the College shall provide the Association with eight (8) copies of 1) the organizational chart of the College's administration; and, 2) a detailed description of the duties, responsibilities and authority of the various administrators as they relate to the faculty member.

2. The Association will be provided with five (5) current copies of the Hudson Valley Community College Board of Trustees By-laws, as well as the following documents:
a. Administrative Duties, Hudson Valley Community College;
b. Most recent edition of Regulations for Community Colleges under the State University of New York.

B. Copies of Agreement

A copy of this Agreement shall be provided to faculty members now or hereafter employed. A copy of this Agreement shall be incorporated, by reference, in the Faculty Handbook.

C. Physical Examinations

Physical examinations which may be required subsequent to employment shall be paid for by the College.

D. Course Auditing

With the exception of community interest courses, any instructor shall be privileged to audit any course on a non-matriculating basis at Hudson Valley Community College without tuition costs to himself/herself, on a space available basis.

E. Secretarial Assistance

The College will make reasonable efforts to permit faculty members to avail themselves of clerical assistance for preparation of appropriate course materials.

F. Academic Attire

The College shall provide academic attire for functions in accordance with protocol.

G. Reprisals

There will be no reprisals of any kind taken against a faculty member by reason of his/her membership in the Association or participating in any of its activities.

H. Labor/Management Meetings

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, conferences between representatives of the College and the Faculty Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this Agreement, nor shall it in any way abrogate the rights and obligations of either party to the Agreement.

I. Preservation of Benefits

Bargaining unit members who presently receive base salary or hourly rates which are greater than the applicable minimum base salaries and hourly rates set forth in this Agreement shall not have their base salary or hourly rate reduced.

J. Faculty Orientation

1. Prior to employment, new faculty members shall be required to attend orientation/familiarization sessions to be scheduled within the week preceding the first day of classes in the Fall semester or, as to new faculty members employed for the Spring semester, the Friday preceding the first day of classes in the Spring semester.

2. All faculty members shall be required to attend Department Division and all College-wide meetings scheduled within the first week of classes in the Fall and Spring semesters.

K. Minutes

One copy of minutes of all College Personnel Committee meetings and Board of Trustees

meetings shall be provided to the President of the Association when the minutes are prepared.

L. College in the High Schools Model

The parties agree to jointly appoint a committee, consisting of three members appointed by the College and three members appointed by the Association, to study and report to them by November 1st of each year of this Agreement concerning the College in the High Schools Model (CHSM), with respect to at least the following: maintenance of educational standards, impact on higher level courses, ratios of full-time faculty to adjunct faculty, impact on future on-campus course registrations and academic oversight procedures. Where high school course enrollments may impact future on-campus course registrations, the report, to the extent possible, should identify the need for future on-campus course and/or curricular developments. The fact that any faculty member may be so impacted will be one significant factor in the determination of whether that faculty member is granted a sabbatical or given other eligible developmental activities in order to be prepared for alternative assignments to the faculty member's current course load in accordance with the Agreement.

M. Tuition Reimbursement

For the term of this Agreement, the College will provide a maximum of $45,000 for tuition reimbursement to full-time faculty members who have a child, children and/or spouse matriculating in any program of study at Hudson Valley Community College. A maximum of $7,500 shall be available for the period from September 1, 1998 through December 31, 1998 (Period 1). A maximum of $15,000 shall be available for the period from January 1, 1999 through December 31, 1999 (Period 2). A maximum of $15,000 shall be available for the period January 1, 2000 through December 31, 2000 (Period 3). A maximum of $7,500 shall be available also for the period from January 1, 2001 through August 31, 2001 (Period 4). Eligible full-time faculty members shall submit the application for tuition reimbursement (as developed by the Chief Financial Officer of the College) in writing to the Chief Financial Officer. In order to be eligible for tuition reimbursement, the fully completed application must be received by the Chief Financial Officer no later than the close of business May 1st of the year immediately succeeding the semester(s) and/or session for which tuition reimbursement is sought. If May 1st falls on a Saturday, Sunday or holiday, the complete written application must be received no later than the close of business on the immediately succeeding business day of the College.

Tuition reimbursement shall only include tuition, computer fees and laboratory fees and shall exclude all other fees, e.g. late registration fees, books, parking fees or any other such items. Tuition reimbursement to eligible full-time faculty members shall not exceed tuition less any non-loan financial aid/HVCC scholarship available to the student. Furthermore, tuition reimbursement shall be reduced by any federal or state income tax credit taken by said full-time faculty member as a result of paying tuition and/or expenses to the College for said child or spouse. The amount, if any, of the tax credit shall be set forth in an affidavit. Availability of financial aid shall be subject to each individual's documented application for federal, state and college non-loan financial aid or scholarship awards. Such applications shall be individually validated by the Chief Financial Officer. In the event that the applications for tuition reimbursement exceed the amount available for any particular period, the amount of the deficit (the total amount of the tuition reimbursement requested less the amount of the funds available for tuition reimbursement for that period) shall be allocated equally among the applicants. Any amount remaining after the tuition reimbursement for a particular period has been distributed shall not be carried over to another period.

ARTICLE XXI
RE-NEGOTIATION

A. Exchange of Proposals

Should either party hereto wish to amend the provisions of this Agreement subsequent to its expiration date they shall present their proposals on or prior to February 1, 2001.

B. Negotiations

Should either party propose that changes be made in this Agreement subsequent to its expiration, negotiations on such proposals shall commence no later than March 1, 2001.

C. Concentrated Negotiations

In the event that the parties have not reached an agreement by May 1, 2001, the parties shall enter into a period of concentrated negotiations with the intent of reaching accord on a successor Agreement prior to graduation.

ARTICLE XXII
GRIEVANCE PROCEDURE

A. Procedures

The grievance procedure will be as set forth in Addendum C hereto annexed and incorporated herein by this reference.

B. Continuation of Procedures

If, upon the expiration of this Agreement, a successor Agreement has not been ratified, all provisions of the grievance procedure as set forth in Addendum C shall remain in full force and effect as the same relates to grievances initiated prior to or subsequent to the expiration date hereof until the ratification of a successor Agreement.

ARTICLE XXIII
DISTANCE LEARNING

1. Distance Learning is an instructional process that through the primary use of one or more of several modalities overcomes time and place boundaries that separate student and faculty member. Such modalities may include but are not limited to the following: web-based; interaction television/audio; telecourse. All such courses shall be identified in the instructional master schedule through the specific label of DISTANCE LEARNING.

2. All DISTANCE LEARNING course assignments will be voluntary on the part of the faculty member and require the prior approval of the faculty member's Department Chairperson.

3. Every faculty member who is teaching a DISTANCE LEARNING course identified as DISTANCE LEARNING shall receive a stipend of $150 for each semester that the faculty

member teaches that course The purpose of the stipend is to defray the cost to that faculty member of obtaining Internet access. The stipend shall not be increased if the faculty member teaches more than one DISTANCE LEARNING course in any semester.

4. In the event that a faculty member has not taught a course in a modality in which said faculty member is scheduled to teach a DISTANCE LEARNING course, said faculty member shall be given release time in the semester immediately preceding the semester in which said faculty member is scheduled to teach said course, equivalent to the credit hours of said DISTANCE LEARNING course.

During that semester, the faculty member shall participate in training with respect to the new modality and shall develop said course for teaching in that modality. Training and course development must be completed by the end of that semester and must be approved by the faculty member's Department Chair before the faculty member may commence teaching said course. The first time the faculty member teaches in a modality said faculty member shall be given release time equivalent to the credit hours of the DISTANCE LEARNING course. Additional release time for any faculty member may be given in the discretion of the Vice President for Academic Affairs upon recommendation by the faculty member's Department Chairperson and Dean.

5. In the event that the student contact hours of a full-time faculty member exceed 500 contact hours in any semester and there are more than thirty-three students in a DISTANCE LEARNING course taught by said faculty member during that semester, the faculty member shall have additional compensation as follows:

		1998/1999	1999/2000	2000/2001
34-45 students	1 contact hour	@ $704	@ $718	@ 732
46-57 students	2 contact hours	@ 704	@ $718	@ 732
58-69 students	3 contact hours	@ 704	@ $718	@ 732
70-81 students	4 contact hours	@ 704	@ $718	@ 732

6. In the event that a DISTANCE LEARNING course is imported from sources or locations outside of the College, the College shall offer the same courses and number of sections in the discipline of which the DISTANCE LEARNING course is a part that were offered in the previous academic year's master schedule. Provided, however, the number of said sections including the DISTANCE LEARNING course that will be run in a particular semester shall be determined in accordance with the usual academic process.

7. Notwithstanding anything in the Collective Bargaining Agreement to the contrary, all video tapes and/or tape recordings of a DISTANCE LEARNING course and all copies thereof shall be archived with the College Library, as a resource only, for a period of one year from the completion of the course in which said materials were last used and upon expiration of that period said materials will be destroyed unless otherwise agreed to by the faculty member and the College.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

HUDSON VALLEY COMMUNITY COLLEGE

By: _____
Chairman, Board of Trustees

Date: 12-16-98

HUDSON VALLEY COMMUI COLLEGE FACULTY ASSOC

By: M. Terri Pe
President

Date: 12/7/98

By: _____
President of the College

Date: 12/15/98

COUNTY OF RENSSELAER

By: _____
County Executive

Date: 12/21/98

APPROVED AS TO FORM:

By: _____
County Attorney

Date: 12/18/98

ADDENDUM A

HUDSON VALLEY COMMUNITY COLLEGE
TROY, NEW YORK

19___ _____ Semester Course Preference Form

This form is to be completed by each full-time faculty member and returned to his/her departme

PART I COURSE PREFERENCE(S)

A. Listed below are the course(s) that I prefer to teach during the _____ semester: by check ( ) the course or courses I would like to teach on a voluntary overload basis if such assignments are

BEST COPY AVAILABLE

VOLUNTAR OVERLOAD

COURSE NUMBER	Section Number	Schedule Day/Time	OVERLOAD ASSIGNMEN

B. Meeting with Department Chairperson (check one)

___ I wish to have a meeting with my department chair to discuss my (Spring, Fall) semester co preference(s).

___ I do not wish to meet with my department chair to discuss my (Spring, Fall) semester cours (s).

PART II COURSE SCHEDULE PREFERENCE(S)

My preference(s) and the reasons therefor in regard to the meeting days and/or times for the cou will be assigned during the _____ semester are as follows:

_____

_____

_____

_____

_____ _____

DATE FACULTY MEMBER

ADDENDUM B
TEACHING AREAS

Business Division	
1	Accounting/Business Administration/Marketing/CIS/EOA/MOA
Engineering & Industrial Technologies	
2	Air Conditioning/Refrigeration Mechanics
3	Automotive/Auto Body

4	Civil & Construction Technologies
5	Electrical Technology
6	Telecommunications Technology/Telecommunications Management
7	Industrial Technology/Mechanical Technology
8	Electrical Construction Maintenance/Plant Utilities Technology
9	Machining Processes
Health Sciences	
10	Biology/Medical Laboratory Technology/Environmental Studies
11	Dental Hygiene
12	Mortuary Science
13	Nursing
14	Radiologic Technology
15	Echocardiography
16	Diagnostic Medical Sonography
Liberal Arts and Sciences	
17	Chemistry
18	Criminal Justice
19	Civil & Public Service
20	English
21	Foreign Language
22	Math/Engineering Science
23	Individual Studies

24	Physics
25	Physical Education
26	History
27	Art
28	Music
29	Economics
30	Social Sciences
21	Sociology/Psychology
32	Anthropology
33	Early Childhood
34	Human Services
35	Geography
36	Philosophy
37	Political Science
38	Interdisciplinary
39	Theatre
Other	
40	Faculty Librarians-Reader Services (Circulation, References, Inter-Library Loans, Periodicals, Collection Development), Technical Services (Catalog Acquisitions)
41	Education Specialists
42	Microcomputer Technology

3/5/1999

ADDENDUM C
GRIEVANCE PROCEDURE

1. A grievance is a claim by any party hereto, a faculty member or group of faculty in the negotiating unit, based upon the interpretation or application of this Agreement.

2. All grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, and the redress sought by the aggrieved party.

3. Except for informal decisions at stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party, the parties hereto, and, if any, all parties in interest (any person or party named in the grievance who is not the aggrieved party).

4. A grievance having department-wide or broader implications may be submitted by the Association directly at stage 2 described below.

5. The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

6. All parties agree to facilitate any investigation which may be required and to make available, upon request of any party hereto and/or any aggrieved party, any and all material and relevant documents, communications and records concerning alleged grievances.

7. Except at stage I of the grievance procedure, any party hereto, an aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of the official minutes of the proceedings made at each and every stage of this grievance procedure.

8. The filing of grievances, serving notices, taking appeals, making reports and recommendations will be accomplished on the forms jointly developed for this purpose. The College shall have these forms duplicated and distributed to the President of the Association.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at stage I (A), the Association shall be promptly informed of the details of such adjustment. Any grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

11. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice, provided, however, that any grievance finally determined without participation of the Association, while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding either of the parties to this Agreement in future proceedings.

12. The Association shall be entitled to at least five (5) working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Association and, if so, advised to participate therein.

13. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the Association may, in its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.

14. Any and all notices which the grievance procedure requires to be given to the Board of Trustees, College or representative thereof, may be delivered to the President of Hudson Valley Community College, or, in his/her absence, to the person then in charge of his/her office.

15. The time limits specified herein may not be extended except by mutual agreement.

16. Grievances must be initiated at the first available stage within thirty (30) faculty working days of the occurrence of the event giving rise thereto, or of the date the grievant should reasonably have had knowledge thereof.

17. If a decision at one stage is not appealed to the next stage of the procedure within the basic time specified, the grievance shall be deemed to be dismissed. Questions relating to compliance with time limitations or appeals shall not be arbitrable.

18. Failure at any stage of the grievance procedures to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the
lodging of an appeal to the next stage of the procedure within five (5) faculty working days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.

19. In the event a grievance is filed on or after April 1st, upon the request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced pro rata by mutual consent of all parties involved so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

20. Stages of Grievance Procedure:

A. Stage 1: Supervisor - Informal

1. A faculty member having a grievance will discuss it with his/her appropriate supervisor, either personally and/or by a representative, with the objective of resolving the matter informally.

2. If the grievance is not resolved informally within five (5) faculty working days of submission, it shall, within seven (7) faculty working days of submission, be reduced to

submission, it shall, within seven (7) faculty working days of submission, be reduced to writing and presented to the appropriate supervisor. Within two (2) faculty working days after the written grievance is presented to him/her, the appropriate supervisor shall render a decision thereon, in writing.

B. Stage 2: President

1. If any aggrieved party is not satisfied with the written decision at the conclusion of stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall, within five (5) working days of receipt of decision at stage 1, file a written appeal of the decision at stage 1 with the President. Copies of the written decision at stage 1 shall be submitted with the appeal.

2. Within two (2) faculty working days after receipt of the appeal, the President or his/her duly authorized representative, shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.

3. If the grievance is not resolved as a result of the pre-hearing conference the President or his/her representative shall commence a hearing on the matter within ten (10) faculty working days of the date of the pre-hearing conference. The President shall render a decision within five (5) faculty working days after the conclusion of the hearing.

C. Stage 3: Binding Arbitration

1. If the Association is not satisfied with the decision at the conclusion of stage 2, the Association may submit the matter to arbitration by written submission to the American Arbitration Association, with copy to the President, within five (5) faculty working days of receipt of the decision at stage 2. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.

2. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasons and conclusions on the issues.

3. The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the Association and the College.